

## MIGRATORY WORKERS

*Exchange of notes at México August 4, 1942, with recommendations  
signed at México July 23, 1942*

*Entered into force August 4, 1942*

*Replaced by agreement of April 26, 1943*<sup>1</sup>

56 Stat. 1759; Executive Agreement Series 278

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

DEPARTMENT OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO CITY

No. 312

MEXICO, D.F., August 4, 1942

MR. AMBASSADOR:

I have the honor to refer to the matter presented by the Embassy worthily in Your Excellency's charge regarding the possibility that the Government of Mexico authorize the departure of Mexican workers for the United States and the conditions under which such emigration can be effected.

This Department considers itself under the obligation, first of all, of pointing out the importance for the country at the present moment of conserving intact its human material, indispensable for the development of the program of continental defense to which the Government of Mexico is jointly obligated and in which, by very urgent recommendation of the Head of the Executive Power, the intensification of activities and especially agricultural production take first rank. Nevertheless, the need for workers which exists in some parts of the United States having been laid before the President of the Republic himself, and the First Magistrate, being desirous of not scanting the cooperation which he has been offering to the Government worthily represented by Your Excellency in the measure that the Nation's

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<sup>1</sup> EAS 351, *post*, p. 1129.

resources permit, has been pleased to decide that no obstacles be placed in the way of the departure of such nationals as desire to emigrate, temporarily, for the performance of the tasks in which their services may be required and that no other essential conditions be fixed than those which are required by circumstances and those established by legal provisions in force in the two countries.

For the purpose of determining the scope of this matter it was agreed, as Your Excellency is aware, to treat it as a matter between States, and in order to examine it in all its aspects, it was deemed necessary to hold a meeting of Mexican and American experts, who have just completed their task, having already submitted the recommendations which they formulated and which, duly signed, are sent enclosed with this communication.<sup>2</sup>

The conclusions in reference have been examined with all care, and the Government of Mexico gives them its full approval. I beg Your Excellency to be good enough to take steps that the Government of the United States of America may, if it sees fit, do likewise, in order that this matter may be concluded and that the proper instructions may be issued, consequently, to the various official agencies which are to intervene therein, and in this way the arrangement which has been happily arrived at may be immediately effective.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. PADILLA

His Excellency

GEORGE S. MESSERSMITH,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City*

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
MEXICO, August 4, 1942

No. 503

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 312 of August 4, 1942, regarding the temporary migration of Mexican workers to the United States to engage in agricultural work, the subject matter of which was presented by the Embassy some days ago.

Due note has been taken of the considerations expressed in Your Excellency's Note under acknowledgment with respect to the maintenance of

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<sup>2</sup> For English text of recommendations, see p. 1071.

indispensable labor within the Republic of Mexico for the development of the Continental Defense Program, especially agricultural production, to which the Government of Mexico is committed. My Government is fully conscious of these commitments and at the same time is deeply appreciative of the attitude of His Excellency President Manuel Avila Camacho for the sincere and helpful manner in which he has extended the cooperation of the Government of Mexico within the resources of the nation to permit Mexican nationals temporarily to emigrate to the United States for the purpose of aiding in our own agricultural production.

In order to determine the scope of the conditions under which Mexican labor might proceed to the United States for the purpose set forth above, it was agreed that the negotiations should be between our two Governments, and Your Excellency was kind enough to arrange for the meeting of Mexican and American representatives to submit recommendations which they have duly completed. Your Excellency was good enough to enclose a copy of these recommendations in the Spanish with your Note under reference.

My Government accepts these recommendations as a satisfactory arrangement, and I am authorized to inform Your Excellency that my Government will place this arrangement in effect immediately, and in confirmation thereof I attach hereto the English text of the arrangement as agreed upon.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

GEORGE S. MESSERSMITH

Enclosure

His Excellency

Señor Lic. EZEQUIEL PADILLA

*Minister for Foreign Affairs,  
Mexico.*

[ENCLOSURE]

In order to effect a satisfactory arrangement whereby Mexican agricultural labor may be made available for use in the United States and at the same time provide means whereby this labor will be adequately protected while out of Mexico, the following general provisions are suggested:

- 1) It is understood that Mexicans contracting to work in the United States shall not be engaged in any military service.
- 2) Mexicans entering the United States as a result of this understanding shall not suffer discriminatory acts of any kind in accordance with the Executive Order No. 8802 issued at the White House June 25, 1941.<sup>3</sup>

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<sup>3</sup> 6 Fed. Reg. 3109.

3) Mexicans entering the United States under this understanding shall enjoy the guarantees of transportation, living expenses and repatriation established in Article 29 of the Mexican Labor Law.

4) Mexicans entering the United States under this understanding shall not be employed to displace other workers, or for the purpose of reducing rates of pay previously established.

In order to implement the application of the general principles mentioned above the following specific clauses are established.

(When the word "employer" is used hereinafter it shall be understood to mean the Farm Security Administration of the Department of Agriculture of the United States of America; the word "sub-employer" shall mean the owner or operator of the farm or farms in the United States on which the Mexican will be employed; the word "worker" hereinafter used shall refer to the Mexican farm laborer entering the United States under this understanding.)

#### CONTRACTS

a. Contracts will be made between the employer and the worker under the supervision of the Mexican Government. (Contracts must be written in Spanish.)

b. The employer shall enter into a contract with the sub-employer, with a view to proper observance of the principles embodied in this understanding.

#### ADMISSION

a. The Mexican health authorities will, at the place whence the worker comes, see that he meets the necessary physical conditions.

#### TRANSPORTATION

a. All transportation and living expenses from the place of origin to destination, and return, as well as expenses incurred in the fulfillment of any requirements of a migratory nature shall be met by the employer.

b. Personal belongings of the workers up to a maximum of 35 kilos per person shall be transported at the expense of the employer.

c. In accord with the intent of Article 29 of the Mexican Federal Labor Law, it is expected that the employer will collect all or part of the cost accruing under (a) and (b) of transportation from the sub-employer.

#### WAGES AND EMPLOYMENT

a. (1) Wages to be paid the worker shall be the same as those paid for similar work to other agricultural laborers in the respective regions of destination; but in no case shall this wage be less than 30 cents per hour (U.S.

currency); piece rates shall be so set as to enable the worker of average ability to earn the prevailing wage.

a. (2) On the basis of prior authorization from the Mexican Government salaries lower than those established in the previous clause may be paid those emigrants admitted into the United States as members of the family of the worker under contract and who, when they are in the field, are able also to become agricultural laborers but who, by their condition of age or sex, cannot carry out the average amount of ordinary work.

b. The worker shall be exclusively employed as an agricultural laborer for which he has been engaged; any change from such type of employment shall be made with the express approval of the worker and with the authority of the Mexican Government.

c. There shall be considered illegal any collection by reason of commission or for any other concept demanded of the worker.

d. Work for minors under 14 years shall be strictly prohibited, and they shall have the same schooling opportunities as those enjoyed by children of other agricultural laborers.

e. Workers domiciled in the migratory labor camps or at any other place of employment under this understanding shall be free to obtain articles for their personal consumption, or that of their families, wherever it is most convenient for them.

f. Housing conditions, sanitary and medical services enjoyed by workers admitted under this understanding shall be identical to those enjoyed by the other agricultural workers in the same localities.

g. Workers admitted under this understanding shall enjoy as regards occupational diseases and accidents the same guarantees enjoyed by other agricultural workers under United States legislation.

h. Groups of workers admitted under this understanding shall elect their own representatives to deal with the employer, but it is understood that all such representatives shall be working members of the group. The Mexican consuls in their respective jurisdiction shall make every effort to extend all possible protection to all these workers on any questions affecting them.

i. For such time as they are unemployed under a period equal to 75% of the period (exclusive of Sundays) for which the workers have been contracted they shall receive a subsistence allowance at the rate of \$3.00 per day.

For the remaining 25% of the period for which the workers have been contracted during which the workers may be unemployed they shall receive subsistence on the same bases that are established for farm laborers in the United States.

Should the cost of living rise this will be a matter for reconsideration.

The master contracts for workers submitted to the Mexican Government shall contain definite provisions for computation of subsistence and payments under this understanding.

j. The term of the contract shall be made in accordance with the authorities of the respective countries.

k. At the expiration of the contract under this understanding, and if the same is not renewed, the authorities of the United States shall consider illegal, from an immigration point of view, the continued stay of the worker in the territory of the United States, exception made of cases of physical impossibility.

#### SAVINGS FUND

a) The respective agency of the Government of the United States shall be responsible for the safekeeping of the sums contributed by the Mexican workers toward the formation of their Rural Savings Fund, until such sums are transferred to the Mexican Agricultural Credit Bank which shall assume responsibilities for the deposit, for their safekeeping and for their application, or, in the absence of these, for their return.

b) The Mexican Government through the Banco de Credito Agricola will take care of the security of the savings of the workers to be used for payment of the agricultural implements, which may be made available to the Banco de Credito Agricola in accordance with exportation permits for shipment to Mexico with the understanding that the Farm Security Administration will recommend priority treatment for such implements.

#### NUMBERS

As it is impossible to determine at this time the number of workers who may be needed in the United States for agricultural labor employment, the employer shall advise the Mexican Government from time to time as to the number needed. The Government of Mexico shall determine in each case the number of workers who may leave the country without detriment to its national economy.

#### GENERAL PROVISIONS

It is understood that, with reference to the departure from Mexico of Mexican workers, who are not farm laborers, there shall govern in understandings reached by agencies of the respective Governments the same fundamental principles which have been applied here to the departure of farm labor.<sup>4</sup>

It is understood that the employers will co-operate with such other agencies of the Government of the United States in carrying this understanding into effect whose authority under the laws of the United States are such as to contribute to the effectuation of the understanding.

Either government shall have the right to renounce this understanding, giving appropriate notification to the other Government 90 days in advance.

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<sup>4</sup> See also agreement of Apr. 29, 1943 (EAS 376), *post*, p. 1136.

This understanding may be formalized by an exchange of notes between the Ministry of Foreign Affairs of the Republic of Mexico and the Embassy of the United States of America in Mexico.

MEXICO CITY, the 23rd of July 1942.

MEXICAN COMMISSIONERS

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